DOCUMENT #5275
ADOPTED
MARCH 15, 1990

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RALPH F. CAHILL, ASSISTANT GENERAL COUNSEL
MICHAEL BARTOSIAK, ASSISTANT DIRECTOR REAL ESTATE SERVICES
KEVIN WALSH, DIRECTOR OF MANAGEMENT AND OPERATIONS
JOHN FIUMARA, DEPUTY DIRECTOR REAL ESTATE SERVICES
MICHAEL KEARNEY, DEPUTY DIRECTOR REAL ESTATE SERVICES
PAT TWOHIG, REAL ESTATE OFFICER

SUBJECT: NORTH STATION URBAN RENEWAL AREA
AUTHORIZATION TO EXECUTE DEED TRANSFERRING A DISCONTINUED PORTION OF HAVERHILL STREET TO THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY.

In 1982, the Real Property Department of the City of Boston accepted an offer by the Massachusetts Bay Transportation Authority to purchase 3,432 square feet of Haverhill Street to build a transformer.

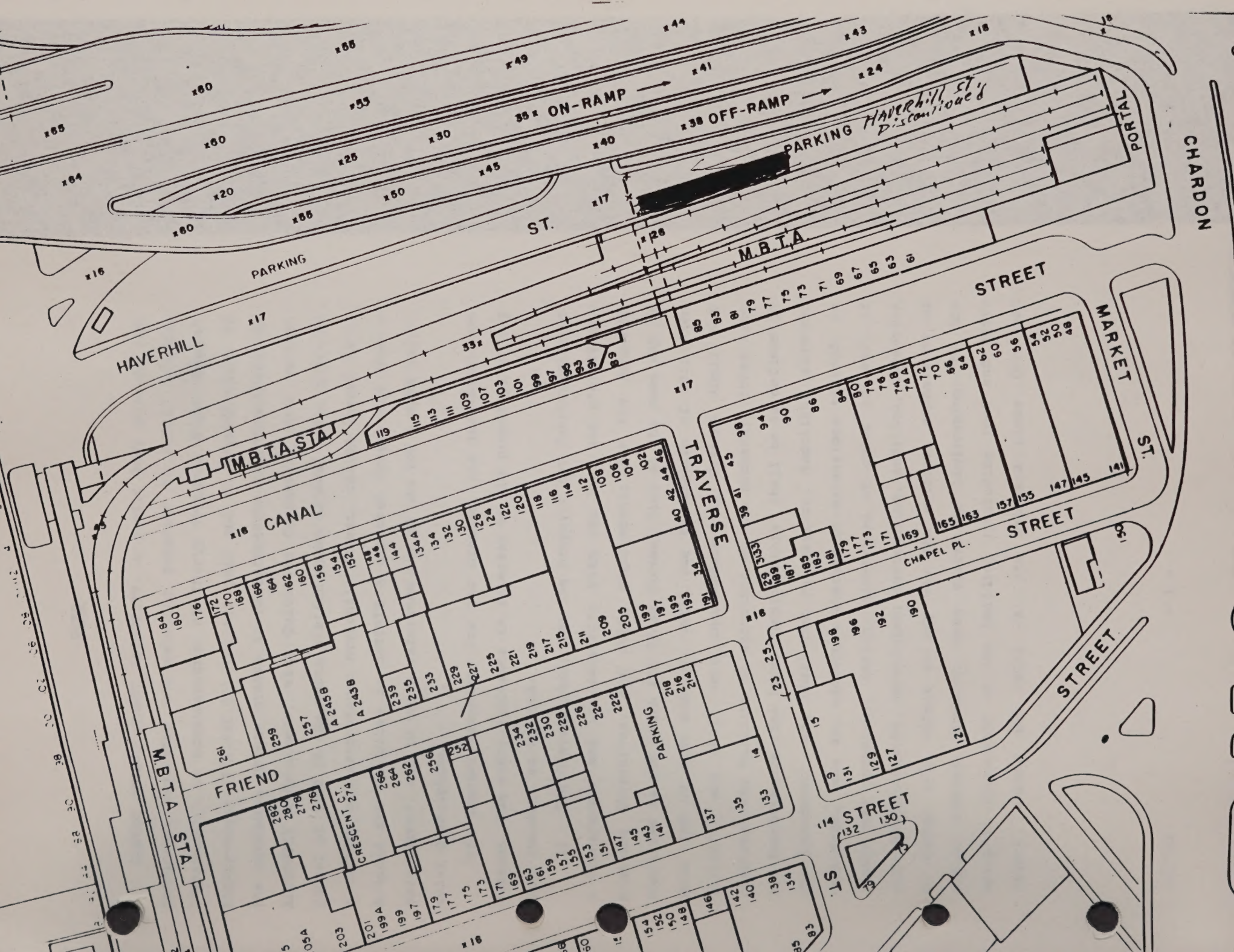
The City and the Boston Redevelopment Authority authorized the entry by the MBTA to submit plans and specifications and to start construction. Since then, this portion of Haverhill Street was discontinued, the Boston Redevelopment Authority obtained title to the property from the City and the MBTA has constructed its transformer.

It is, therefore, appropriate at this time to authorize the Director to convey this 3,432 square feet of former Haverhill Street to the MBTA for use of a transformer.

An appropriate vote follows:

VOTED: that the Director be and hereby is authorized to execute a Deed in substantially the same form as that attached hereto, transferring a discontinued portion of Haverhill Street in the North Station Urban Renewal Area to the Massachusetts Bay Transportation Authority.

RFC10/R


HAVERHILL ST.
PARKING
ON-RAMP
OFF-RAMP
PARKING
Haverhill St. Discontinued
PORTAL
CHARDON
STREET
M.B.T.A.
M.B.T.A. STA.
MARKET ST.
CANAL
TRAVERSE
CHAPEL PL.
STREET
FRIEND
CRESCENT CT.
PARKING
STREET
STREET
ST.
M.B.T.A. STA.

DEED

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, organized and existing pursuant to M.G.L. c.121B, ("Grantor"), in consideration of Thirty Thousand Eight Hundred Eighty-eight ($30,888.00) Dollars paid and in consideration of the covenants herein grants to MASSACHUSETTS BAY TRANSPORTATION AUTHORITY ("Grantee"), with Quitclaim Covenants, that certain parcel of land in the North Station Urban Renewal Area, known as a portion of Discontinued Haverhill Street, called Parcel HS-1, bounded and described in EXHIBIT A attached hereto and made a part hereof, and to which reference may be had for a more particular description.

The Grantor covenants for the Grantee, its successors and assigns, and every successor in interest to the property, or any part thereof, as follows:

1) The Grantee shall use the property for construction of a transformer and in conformity with the land use provisions, planning objectives, and other requirements for the property contained in the South End Urban Renewal Plan as the same may be from time to time amended, until the termination of said Plan ("Plan"), and until such termination the Grantee shall not construct any building or structure on the property, other than the improvements (the term, "Improvements" shall be as defined in the Agreement), and shall not reconstruct, demolish, subtract therefrom, make any additions thereto or extensions thereof, or change the materials, design, dimensions of color thereof, if such reconstruction, demolition, subtraction, addition, extension or change will affect in any way the external appearance of public lobbies, arcades, open spaces or landscaping, or the external appearance of any building (including roof and penthouse), unless and until (a) the proposed plans for such

building or structure or other such work have been submitted to the Grantor, or its successors in interest, for review, and (b) the Grantor or its successors in interest, as the case may be, shall have in writing approved said proposed plans and authorized the said construction or other said work on the property.

2) Without limitation as to time, the Grantee shall not discriminate upon the basis of race, color, sex, religion or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof, or in connection with the employment or application for employment of persons for the construction of any such improvements.

3) Until the expiration of the term of the Plan, the Grantee shall, from time to time, at all reasonable hours, give to the duly authorized representatives of the United States of America, the Grantor, and the City of Boston, free and unobstructed access for inspection purposes to any and all Improvements constructed on the Property and to all open areas surrounding the same.

4) The Grantee shall, at all times until the expiration of the term of the Plan, keep the Improvements constructed on the Property in good and safe condition and repair unless such Improvemetns shall have become uninsurable, and in the occupancy, maintenance and operation of such Improvements, the Property shall comply with the terms and conditions of the Plan and all laws, ordinances, codes and regulations applicable thereto.

5) The covenants provided in this Deed shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Boston, and in the case of the covenant provided in paragraph (2) above, the United States, both for and in its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the Grantee, its successors

and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenants provided in this Deed shall remain in effect for the term of the Plan, or until such date thereafter to which such term may be extended by property amendment of the Plan. The covenant provided in paragraph (2) shall remain in effect without limitation as to time.

6) The Grantee, for itself and its successors and assigns, hereby waives all claim and right to damages, payment or compensation and agrees with the Grantor and its successors and assigns, to make no claim for damages by reason of the laying out of, discontinuance, change in grade, or taking by the City of Boston for streets abutting the Property, insofar as said actions are for purposes of carrying out said Urban Renewal Plan.

IN WITNESS WHEREOF, the parties have caused their signatures and seals to be placed on this instrument in three (3) counterparts by their duly authorized offices, respectively, on this _____ day of _____,

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

_____

By: _____
Stephen Coyle, Director

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

_____

By _____

Approved as to form:

_____
Ralph F. Cahill, Assistant General Counsel

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. BOSTON,

Then personally appeared before me the above-named Stephen coyle, who executed the foregoing Deed on behalf of the Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

_____
Notary Public
My Commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. Boston,

Then personally appeared before me the above-named

_____

who executed the foregoing Deed on behalf of the Massachusetts Bay Transpoortation Authority and acknowledged the same to be the free act and deed of said Mdassachusetts Bay Transportation Authority.

_____
Notary Public
My Commission expires:_____

EXHIBIT A

Beginning at a point "P-1" on the Plan, described below which point is located approximately ten (10) feet southerly from intersection of Haverhill Street and Traverse Street and is bounded by the northerly line of that portion of Haverhill Street discontinued by the City of Boston, shown on a Plan "City of Boston Public Works Department, Engineering Division Discontinuance Plan P.W.D. Plan #L1D024A", and is further bounded and described as follows:

N50°-17'-25"E twenty-three and 87/100 (23.87) feet to a point P-2 on the Plan, which point is at land of the City of Boston Discontinued Haverhill Street; thence turning and running S40°-02'-15"E one hundred forty-three and 86/100 (143.86) feet along the said discontinued street to a point "P-3" on the Plan; thence turning and running S49°-57'-45"W twenty-three and 82/100 (23.82) feet along said discontinued street to a point "P-4" on the Plan, which point is at land of the MBTA; thence turning and running N40°-03'-33"W one hundred forty-four and 00/100 (144.00) feet along said land to the point of beginning "P-1".

Containing three thousand four hundred thirty two (3432) square feet more or less, and shown on plan entitled "Massachusetts Bay Transportation Authority Power Systems Improvement Authority, Contract No. ED-021, Land Acquisition Plan, City of Boston, Suffolk County", dated August 9, 1982, prepared by Somerville Engineering, Inc., recorded with an Order of Taking by the Boston Redevelopment Authority, dated October 13, 1983, in Book 10632, page 114, of the Suffolk County Registry of Deeds.

Boston Redevelopment Authority

Robert J. Ryan, Director

Gino L. Palmacci
Director of Real Estate Management
Massachusetts Bay Transportation Authority
50 High Street
Boston, MA 02110

Subject: Your letter September 15, 1982
Power Improvement Project
Discontinued Haverhill Street

Dear Mr. Palmacci:

The Boston Redevelopment Authority and the Real Property Department of the City of Boston, by its duly authorized representatives, accept your offer on behalf of the Massachusetts Bay Transportation Authority to purchase a portion of discontinued Haverhill Street, in the North Station area of the City of Boston, subject to your Board approval.

The area indicated in your offer to purchase equals 3,432 square feet, more or less, and the City of Boston has agreed to a price of nine ($9.00) dollars a square foot.

Attached is a certified extract from the Minutes of the Boston Redevelopment Authority meeting on July 15, 1982, authorizing the Director of the BRA to execute a license agreement with the MBTA and to transfer the land upon receipt of clear title from the City of Boston.

Very truly yours,

Robert J. Ryan
Director
Boston Redevelopment Authority

Bernard F. Shadrawy, Jr.
Commission, Real Property Department
City of Boston

Attachment

1 City Hall Square
Boston, Massachusetts 02201
(617) 722-4300